

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Paper Company		01/01/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Kapstone Kraft Paper Corporation		
Street Address:	One Northfield Plaza, Suite 480		
City:	Northfield		
State/Country:	ILLINOIS		
Postal Code:	60093		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1045454	RIDE RITE	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-3192		
Email:	pmcbride@sonnenschein.com		
Correspondent Name:	Peggy L. McBride		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Sonnenschein Nath & Rosenthal LLP		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	09817650-0003		
NAME OF SUBMITTER:	Peggy L. McBride		
Signature:	/Peggy L. McBride/		
Date:	08/05/2008		

OP \$40.00 1045454

Total Attachments: 4

source=Kapstone from Intl Paper-Assignment#page1.tif

source=Kapstone from Intl Paper-Assignment#page2.tif

source=Kapstone from Intl Paper-Assignment#page3.tif

source=Kapstone from Intl Paper-Assignment#page4.tif

TRADEMARKS ASSIGNMENT

This ASSIGNMENT OF TRADEMARKS is effective as of 12:01 a.m. on January 1, 2007, by International Paper Company, a corporation of the State of New York, having a place of business at 6400 Poplar Avenue, Memphis, TN 38197 (“**Assignor**”) to Kapstone Kraft Paper Corporation, a Delaware corporation (the “**Assignee**”), having a place of business at One Northfield Plaza, Suite 480, Northfield, IL 60093.

WHEREAS, Assignor, Assignee and Stone Arcade Acquisition Corporation, a Delaware corporation (“**Parent**”), are parties to that certain Purchase Agreement, dated as of June 23, 2006 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of the assets including, but not limited to trademarks, trade names, labels and other trade dress (including goodwill associated therewith), exclusively relating to the Business (as defined in the Purchase Agreement) and to become the successor to such Business or portion thereof to which any trademark applications filed on the basis of “intent-to-use” relate, which Business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor’s right, title, and interest, in and to:

- (i) the trademarks, trade names, labels and other trade dress set forth on Schedule A hereto, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
- (i) the goodwill of the business symbolized by such trademarks;
- (ii) all causes of action, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such trademarks set forth on Schedule A; and
- (iii) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated thereby.

[The Remainder of this Page was Intentionally Left Blank.]

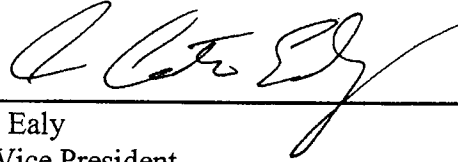
Schedule A

Trademark	Country Name	Case Number	Classes	Application Number	Application Date	Registration Number	Registration Date	Status	Next Renewal
Ride Rite	European Community	034594em	22	153155	April 1, 1996	153155	June 15, 1998	Registered	April 1, 2006
Ride Rite	France	034594fr	16 20 22	201221	October 24, 1975	1312278	October 24, 1975	Registered	June 10, 2015
Ride Rite	United States of America	034594us	22	73/070266	November 26, 1975	1045454	August 3, 1976	Registered	August 3, 2006
Ride Rite	United Kingdom	034594gb	17 22	1054243	October 31, 1975	B1054243	October 31, 1975	Registered	October 31, 2006
Gator Hide	United States of America	n/a	n/a	75/238911	n/a	2134345	n/a	n/a	n/a

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

INTERNATIONAL PAPER COMPANY

By:



C. Cato Ealy
Senior Vice President

Acknowledged and Accepted:

KAPSTONE KRAFT PAPER CORPORATION

By:

Roger W. Stone
Chairman and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

INTERNATIONAL PAPER COMPANY

By: _____
C. Cato Ealy
Senior Vice President

Acknowledged and Accepted:

KAPSTONE KRAFT PAPER CORPORATION

By: _____
Name: *Robert W. Stone*
Title: *Chairman and Chief Executive Officer*